

**Contract for Supplies and/or Services**

The *Illinois Commerce Commission* (AGENCY) and *KPMG Consulting, LLC* (VENDOR) the PARTIES to this CONTRACT, agree to perform in accordance with the terms and conditions of this CONTRACT including those attached or incorporated by reference.

1. SERVICES: VENDOR shall perform the services specified in ATTACHMENT "a-1", "Description of Supplies and Services", referenced below.
2. TERM OF CONTRACT: The term of this CONTRACT and provisions for renewal and termination are as specified in ATTACHMENT "a-1", "Description of Supplies and Services", referenced below.
3. COMPENSATION: VENDOR shall be compensated by SBC/Ameritech Illinois in accordance with the September 23, 1999 Order of the Illinois Commerce Commission in Docket No. 98-0555 at the rates or prices established in ATTACHMENT "a-2", "Pricing/Compensation", referenced below and in accordance with the terms and conditions of this CONTRACT as acknowledged by SBC/Ameritech Illinois in the Agreement entered into between the AGENCY, VENDOR and SBC/Ameritech Illinois, (hereinafter "Three-Party Agreement"), a copy of which is attached hereto as "Exhibit A".
4. ATTACHMENTS.
  - a-1 (Description of Services)
  - a-2 (Pricing/Compensation)
  - a-3 (Contract Terms and Conditions-- General Applicability)
  - a-3A (Extract of Commission Order 98-0555 dated September 23, 1999)
  - a-3B (Extract of Illinois Commerce Commission Amendatory Order on Rehearing Docket 98-0555)
  - a-4 (CONTRACT Certifications)
  - a-5 (VENDOR Provided Additional Material and Exceptions) ☐ Yes ☒ No

EXHIBIT "A", (Three-Party Agreement)

IN WITNESS WHEREOF, the AGENCY and VENDOR have caused this CONTRACT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR:

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

ILLINOIS COMMERCE COMMISSION:

\_\_\_\_\_  
Charles E. Fisher  
Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Myra Karegianes  
General Counsel

Date \_\_\_\_\_

\_\_\_\_\_  
Jane K. Fields  
State Purchasing Officer

Date\_\_\_\_\_

FOR STATE USE ONLY

Contract #\_\_\_\_\_

Agency CLC \_\_\_\_\_

CMS CLC \_\_\_\_\_

Agency CFO \_\_\_\_\_

CMS CFO \_\_\_\_\_

Source Selection: IFB (including Multi-step)\_\_\_\_ RFP \_\_\_\_ RFP/P&A ☒ Small\_\_\_\_ Sole Source \_\_\_\_ Emergency  
Exempt from Code \_\_\_\_ Other (describe) \_\_\_\_\_

## Attachment "a-1"

### DESCRIPTION OF SERVICES

#### 1. Need for Services.

a. On September 23, 1999 the Illinois Commerce Commission ("Commission") entered its Order No. 98-0555 approving the merger of SBC and Ameritech, subject to certain conditions. The Commission ordered that an independent third party be hired for three functions regarding Operational Support Systems (OSS) in Condition 29 of the Final Order, which can be found on the Commission's web site at: [www.icc.state.il.us/icc/tc/sbc\\_arch.asp](http://www.icc.state.il.us/icc/tc/sbc_arch.asp)

b. The OSS functions requiring an independent third party are:

(1) If, after the Phase 2\* collaborative workshop process between Competitive Local Exchange Carriers (CLECs) and SBC/Ameritech Illinois (designed to obtain written agreement on OSS interfaces, enhancements, and business requirements), the CLECs and SBC/ Ameritech Illinois are unable to reach agreement, the parties will submit a list of unresolved issues to the Commission for arbitration. This arbitration will be conducted before the Commission with the assistance of an independent, third-party.

(2) An independent third-party will be retained for technical assistance to the Commission and to Staff throughout the phased OSS implementation process. The third-party shall report to the Commission, monitor and assist in the phased process as directed by Commission Staff (hereinafter "Staff"), and conduct "New York" style testing as agreed upon during Phase 3.

(3) All performance measures are to be reviewed by a third-party auditor to verify SBC/ Ameritech's accurate and reliable compliance with such processes.

c. The Commission has determined a third-party auditor shall be retained by the Commission as soon as practicable, to report to, and be governed by the directives of the Commission.

2. AGENCY's Goal. The VENDOR will provide certain agreed upon technical assistance to the Commission and Staff during the Phase 2 collaborative workshop process. In the event that Phase 2 effort fails to reach agreement and therefore results in a hearing before the Commission, the type of assistance VENDOR will be required to provide during said hearing will be determined by the Commission. VENDOR assistance in either or both of these aspects of Phase 2 correlates to Task A.5 in paragraph 4 b of this attachment. During Phase 3, the VENDOR will provide technical assistance to the Commission and its staff, conduct the testing required by the Commission's Order 98-0555, and otherwise provide a review by implementing an agreed upon Master Test Plan that will result in a final written report that will assess whether or not SBC/Ameritech Illinois has developed and deployed the system interfaces, enhancements and business requirements consistent with the written agreement obtained in Phase 2 and with the outcome of any Commission Order resulting from Phase 2. Finally, the VENDOR will review

\*Phase 2 is a collaborative workshop effort between SBC/Ameritech, CLECs and ICC Staff designed to reach written agreement on OSS interfaces, enhancements, and business requirements identified in the Plan of Record. Phase 2 shall be conducted under the auspices of the ICC and shall be completed in a total of 3 months, unless the parties mutually agree to extend Phase 2 or unless the Commission grants a reasonable request for an extension.

\*\*A "New York" style review refers to the "Bell Atlantic OSS Evaluation Project" performed for the New York Public Service Commission ("NYPSC") in Case 97-C-0271 by KPMG, LLP and Hewlett Packard (HP). The Master Test Plan and the Final Report, dated August 6, 1999, are available for viewing on the NYPSC's web site at [www.dps.state.ny.us/tel271.htm](http://www.dps.state.ny.us/tel271.htm). New York style testing requires the VENDOR to approach this project as a "pseudo CLEC," and also requires "military style" testing of SBC/Ameritech Illinois' OSS systems.



performance measures to verify accuracy and reliability. Phase 2 correlates to VENDOR's tasks A.1, A.2 and A.5 in paragraph 4 b of this Attachment and Phase 3 correlates to VENDOR's tasks A.3, A.4, A.6 and all Phase B tasks in paragraph 4b of this Attachment.

3. Specifications.

a. Services Required.

(1) The VENDOR is to perform the services required of the third party by Condition 29 (at Attachment "a-3A") of the Commission's Order 98-0555, as amended, as to the extent reflected in this CONTRACT including:

(a) attend necessary meetings and provide technical assistance to the AGENCY during the collaborative portion of Phase 2. If the collaborative effort fails to reach agreement, to provide technical assistance to the AGENCY.

(b) conduct a comprehensive "New York" style review of SBC/Ameritech Illinois' OSS systems, in accordance with the agreed upon Master Test Plan. At the conclusion of the review provide a detailed written report to the Commission, as described in paragraph 4.f of this Attachment.

(c) review performance measures to verify accurate and reliable compliance with such processes.

(d) if required by the AGENCY, provide testimony at the end of Phase 3 to support the findings and/or results as presented in the Final Report submitted to the Commission. The AGENCY may also require VENDOR to provide testimony to support the verification and compliance of the performance measures as stated in paragraph (c), above.

(2) VENDOR has submitted a preliminary detailed work plan for approval by Staff within VENDOR's proposal. VENDOR will prepare a detailed work plan based on information provided by SBC/Ameritech and the preliminary analyses which the VENDOR will conduct and such other criteria as Staff and VENDOR shall agree upon. VENDOR will submit the detailed work plan to Staff for approval and such approval shall not be unreasonably withheld. Once approved by Staff, this detailed work plan will provide Staff with a means to understand the issues and subjects which will be addressed and give Staff and the VENDOR a written document to refer to throughout the engagement. VENDOR shall notify the Staff in writing any time it has reason to believe that the performance of the project covered by this CONTRACT will require any material deviation from the detailed work plan and the plan will be modified accordingly in accordance with agreed upon change of service procedures as set forth in paragraph 3 a (7) of this Attachment. If Staff requests a change in the detailed work plans, VENDOR shall promptly submit to Staff a detailed written estimate of any required price and schedule adjustments necessitated by such change. The detailed work plans shall include the following:

(a) Identification of the work steps to be performed during the investigation.

(b) Identification of the interviews, data reviews, analyses, field observations, etc., to be conducted in order to fully address the work step.

(c) A listing, by work step, of the measurable criteria against which the work step will be evaluated.

- (d) Identification of the roles and responsibilities of the parties, including the VENDOR, the AGENCY and SBC/Ameritech involved in completion of the work step.
  - (e) An estimate of the person-hours necessary to complete the work step.
  - (f) An approximate date when the work will begin and end for each work step.
  - (g) The deliverables, including estimated delivery dates.
  - (h) An outline for each chapter of the final reports, including introductory chapters. VENDOR and Staff shall cooperate to determine the detailed format, content, and frequency of reporting for the detailed project work plan during Phase A of this project. The detailed project plan format, content, and frequency of reporting may be modified by VENDOR and AGENCY as necessary during the course of the project.
- (3) In addition to the detailed work plan, VENDOR shall prepare a Master Test Plan setting forth, with specificity, the steps VENDOR will take in order to conduct the testing required by this CONTRACT. VENDOR shall be required to carry out testing in accordance with the Master Test Plan after it receives the approval of the Staff, which approval shall not be unreasonably withheld. Any changes to the scope of the Master Test Plan after it is finalized must be accepted by the Staff and the VENDOR.
- (4) To the extent applicable to the services to be provided by VENDOR hereunder, as determined by VENDOR in the exercise of its reasonable professional judgement and approved by Staff, the investigation will be conducted according to generally accepted government auditing standards ("GAGAS"). For the purpose of this investigation, GAGAS shall be the General Accounting Office's standards related to issues of performance audits as applicable to public utilities. (The GAO "Government Auditing Standards", also known as "the yellow book," may be found at:
- <http://www.gao.gov/govaud/ybhtml/index.html>).
- (5) Staff will take an active part in the conduct of the engagement as set forth in the Master Test Plan and work plan. VENDOR and Staff will cooperate with each other throughout the course of the project. Sam McClerren, AGENCY Project Manager and John Eringis, VENDOR Project Manager will coordinate the activities of the VENDOR with Staff and SBC/Ameritech.
- (6) The AGENCY, through Staff, will exercise general oversight and implement controls necessary to achieve the desired and agreed-upon product. This will include:
- (a) attending selected interviews and reviewing and monitoring the engagement progress through direct contacts with SBC/Ameritech and the VENDOR and review of budget, work plans, etc.
  - (b) reviewing task and draft reports and making comments directly to the VENDOR with respect to those reports.
  - (c) resolving any disputes which may arise between the VENDOR and SBC/Ameritech.
  - (d) reviewing all invoices submitted by the VENDOR.

(7) Procedures to Change Services. Requests to change the approved Master Test Plan and/or detailed work plan shall be made in writing and are subject to the following:

(a) If the Staff requests a change in the detailed work plan, the VENDOR shall promptly submit to the Staff a detailed written estimate of any required price and schedule adjustment(s) necessitated by such change.

(b) In the event the VENDOR requests a change the Master Test Plan, VENDOR shall submit to Staff the details of the requested change, including any changes in fees and schedule, and the reasons therefor and, subject to the AGENCY's right to request further information or to dispute the required change, such change will be documented in a written change order, executed by the VENDOR and Staff and will be subject to the terms of this CONTRACT.

(c) Any changes which are approved by the Staff and accepted by the VENDOR will be documented in a written change order, executed by the VENDOR and the AGENCY and will be subject to the terms of this CONTRACT

(8) In performing its obligations pursuant to this CONTRACT, VENDOR will be using data, material, and other information furnished by others without any independent investigation or verification thereof and the AGENCY acknowledges and agrees that VENDOR shall be entitled to rely upon the accuracy and completeness of such information in performing the services, except under circumstances where the VENDOR's obligations hereunder specifically include the verification of the accuracy and completeness of such data, material and other information or where VENDOR's reliance was not reasonable under the circumstances.

b. Qualifications of VENDOR and/or VENDOR's staff (or others who would perform). Within their proposal VENDOR demonstrated the education, experience and technical ability necessary to perform this CONTRACT. VENDOR selection for this CONTRACT was based upon the demonstrated capabilities of VENDOR's firm and employees. AGENCY and VENDOR acknowledge that business exigencies may require VENDOR to add or remove personnel from this engagement. It is agreed that if VENDOR should be required to replace personnel, VENDOR replacement personnel shall meet the minimum requirements listed below and will be subject to Staff approval, whose approval shall not be unreasonably withheld:

(1) Education. The Project Manager and task leaders must have, at a minimum, a master's degree in engineering, economics, or information systems.

(2) Experience.

(a) VENDOR's Project Manager must have in excess of 10 years of experience in managing information system's or telecommunication's projects at a utility, regulatory body, or consulting firm.

(b) All other lead technical staff must have at least four years of experience in information or telecommunications systems working for a utility, a regulatory body, or consulting firm.

(3) Technical Ability. VENDOR Project Manager and lead technical staff have the ability to gather information on SBC/Ameritech Illinois' OSS procedures, understand and analyze the information, reach informed conclusions concerning the information, and develop expert recommendations for improvement if necessary.

(4) If the AGENCY finds the staffing deficient for any reason and those deficiencies cannot be corrected to the satisfaction of the AGENCY, within 15 days of written notice of such

deficiency to the VENDOR, the CONTRACT may be terminated and the VENDOR paid for all work performed in compliance with this CONTRACT.

4. Define the beginning date, end date, milestones/deliverables, renewal and termination.

a. The beginning date shall be the date of execution of the CONTRACT. The end date shall be December 31, 2001 or until such time as the VENDOR completes the services specified in paragraph 3a of this Attachment, whichever comes first. In the event that the VENDOR has not completed those services by December 31, 2001, the CONTRACT will continue on a month to month basis until such time as the services are completed as required by this CONTRACT. Provisions relating to liability, insurance and confidentiality concerning the subject matter of the CONTRACT, shall survive the end date of the CONTRACT.

b. VENDOR and AGENCY agree to the following phases and tasks (the term "task" is synonymous with the term "work step" used in paragraph 3 a. (2) of this Attachment) as the framework for this engagement. Phase 2, as per the Commission's Order, includes Task A.1, A.2 and A.5 and Phase, 3 as per the Commission's Order, includes Tasks A.3, A.4, A.6 and all of Phase B Tasks'.

**Phase A**

Task A.1 Establish initial project organization and conduct kickoff activities.

Task A.2 Establish project library and review data and documents.

Task A.3 Conduct initial interviews with SBC/Ameritech and CLECs.

Task A.4 Develop initial draft Master Test Plan and detailed work plan.

Task A. 5 Provide advisory services to the commission.

Task A.6 Monitor SBC/Ameritech's Phase 3 implementation efforts.

**Phase B**

Task B.1 Develop Master Test Plan and Detailed Work Plan.

Task B.2 Configure and implement "pseudo CLEC" and testing information technology.

Task B.3 Conduct OSS Evaluation and Performance Measurements Evaluation in accordance with the Master Test Plan.

c. The milestones and deliverables are as follows:

Reports Delivered to Staff	Report Completion
Detailed Work Plan Approved	1 month after Phase 2* is completed
First Draft Final Report Submitted	10 months after Phase 2 is completed
Final Report Approved	12 months after Phase 2 is completed

d. VENDOR and Staff shall meet monthly to discuss the administration of this CONTRACT. At this meeting, VENDOR shall present invoices required in paragraph 4 a, Attachment "a-2", Pricing/Compensation. At this meeting, VENDOR shall also present:



- (1) a summary report of the status of all invoices.
- (2) an estimated percentage of project completion.
- (3) the estimate of all costs to be incurred in the performance of this engagement and a detailed explanation of these cost by labor and other charged expenses.
- (4) and identify any potential change(s) in scope that may affect the estimated cost-to-complete the engagement.

e. VENDOR's working papers must be available for Staff review at all reasonable times without interruption of VENDOR's ability to provide the services. One copy of VENDOR's working papers used during the course of the engagement that provide substantiation for the conclusions reached in the final report must be provided to Staff at the end of the project. VENDOR must clearly identify:

- (1) source of the information presented on each work paper,
- (2) nature and extent of the work done and conclusions reached, and
- (3) cross references to indexed copies of the reports, the detailed work plans, and other related working papers.

f. VENDOR will produce six paper copies and an electronic copy of the final report which is to be suitable for release to the public and must detail the project scope, methods, information sources, findings, and the qualifications of the investigators. An annotated master copy of the VENDOR's final report must include references to source documents which support VENDOR findings. This master copy will be retained by the AGENCY.

5. AGENCY will allow VENDOR to retain subcontractors if the subcontractors meet the qualifications required for VENDOR as set forth in Attachment "a-1", paragraph 3 b. Such subcontractors are subject to the approval of Staff whose approval shall not be unreasonably withheld and shall be subject to the provisions of Attachment "a-3", Contract Terms and Conditions, paragraph 12.

\*Phase 2 is a collaborative workshop effort between SBC/Ameritech, CLECs and ICC Staff designed to reach written agreement on OSS interfaces, enhancements, and business requirements identified in the Plan of Record. Phase 2 shall be conducted under the auspices of the ICC and shall be completed in a total of 3 months, unless the parties mutually agree to extend Phase 2 or unless the Commission grants a reasonable request for an extension.

## Attachment "a-2"

### PRICING/COMPENSATION

1. Method and Rate of Compensation, Professional Fees. This CONTRACT is a combination of Firm, Fixed Price ("FFP") for specified phases of the CONTRACT and a Time and Materials (Professional Fees ("TPF") and Expenses) CONTRACT in other phases as described in this attachment. For each respective phase **except Tasks A.5 and A.6** as detailed in Attachment "a-1", paragraph 4 b of this CONTRACT, VENDOR and AGENCY have agreed upon a Not to Exceed amount for Professional Fees as shown below:

<u>Project Phase</u>	<u>Billing Method</u>	<u>Firm, Fixed Price</u>	<u>Estimated Price</u>	<u>Not to Exceed Amount</u>
Phase 2 Assist	TPF		\$30,000	\$30,000
A.1=>A.4	FFP	\$50,000		\$50,000
B.1	FFP	\$100,000		\$100,000
B.2=>B.3	TPF		\$13,900,000	\$17,657,300

a. VENDOR Professional Fees for Phase B.2 and B.3 are as listed below:

<u>Staff Classification</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Price</u>
Partner/Principal	\$500-600	1,500	\$825,000
Senior Manager	\$325-425	2,944	\$1,104,000
Manager	\$275-375	9,108	\$2,960,100
Senior Consultant	\$225-325	24,248	\$6,668,200
Consultant	\$150-250	30,500	\$6,100,000

b. VENDOR price for performing tasks A.5 and/or A.6, if required, is indeterminate and is not included in total of paragraphs 2 or 3, below. However, if such services are required, the fees charged by VENDOR to perform such services shall be at the hourly rates provided for in this CONTRACT.

2. Maximum Compensation for Professional Fees shall not exceed **\$17,837,300**. As discussed in paragraph 3 a (7) of Attachment "a-1", Description of Services, and below, subject to approval by AGENCY's Project Manager, VENDOR may seek additional compensation as follows:

a. Change in services

(1) The Not-to-Exceed Amount for Phase 2 Assist and the Firm Fixed Price for A.1 - A.4 and B.1 are based upon the services specified in VENDOR's proposal; to the extent the services required of VENDOR by the AGENCY differ in scope or duration in any material respect the VENDOR shall have the right to seek additional compensation at rates that shall be no greater than the rates charged for the same individual under this CONTRACT.

(2) The Not-to-Exceed Amount for B.2-B.3 is based on the scope and duration of the work as set forth in the initial work plan included within VENDOR's proposal. If the final detailed work plan differs in scope or duration in any material respect from the initial work plan or any of the assumptions prove to be incorrect or any other party required to perform certain aspects of the work plan fail to meet such party's obligations as set forth in the work plans, the VENDOR shall have the right to seek additional compensation and to

amend the detailed work plan to reflect any such change of scope or duration at rates that shall be no greater than the rates charged for the same individual under this CONTRACT.

b. VENDOR anticipates that many activities to be provided as part of this engagement will be conducted from the VENDOR's offices in Chicago, New York City, Philadelphia, Atlanta, and McLean, Virginia. VENDOR shall also require additional secure, limited access facilities complete with work areas, meeting rooms, and other facilities. To the extent that VENDOR must secure such facilities and equipment, additional expenses may result. VENDOR will use its best efforts will be used to minimize and avoid such additional expenses.

c. VENDOR assumes no responsibility to test processes, systems, and performance measures that do not exist during the evaluation period. VENDOR assumes no responsibility to test processes, systems, and performance measures that are not specifically identified in the approved Master Test Plan. VENDOR does not anticipate updating results for events and circumstances occurring after VENDOR's field work has been completed.

d. VENDOR's schedule and price estimates assume that the Phase B OSS evaluation VENDOR shall uncover no significant defects in the systems, processes, and performance measurements within the scope of the review. Additional fees shall result if VENDOR is required to perform re-testing after SBC/ Ameritech takes corrective action to remedy defects. Such fees shall be at the hourly rates provided for in this CONTRACT.

e. The schedule and price of providing any testimony in technical conferences or other formal proceedings after the draft report is submitted are not included in the Not to Exceed amount. Such fees shall be at the hourly rates provided for in this CONTRACT. Such fees shall be at the hourly rates provided for in this CONTRACT.

f. The scope of work for Phase 2 Assistance is anticipated to be attendance of collaborative meetings for up to four (8) days by up to two (2) VENDOR personnel. If the AGENCY requires additional services or resources for Phase A Assistance, additional fees shall result.

3. Expenses will be billed at cost and are not included in the compensation totals described in paragraphs 1.0 and 2.0 of this attachment. Total estimated expenses are as shown below:

<u>Project Phase</u>	<u>Estimated Expenses</u>
Phase 2 Assistance	\$10,000
A.1=>A.4	\$25,000
A.5=>A.6	unknown
B.1	\$25,000
B.2=>B.3	\$4,400,000
<b>Total Estimated Expenses</b>	<b>\$4,460,000</b>

4. Payment Terms and Conditions (including when paid, frequency and retainage).

a. General. SBC/Ameritech Illinois has been ordered to pay for this investigation in Docket 98-0555 dated September 23, 1999, which is referenced at Attachment "a-3A", Agency Supplemental Terms and Conditions. The AGENCY is the sole client of VENDOR for this engagement and will use all reasonable diligence to approve or reject all VENDOR invoices in part or in total within 15 working days of receipt, and to forward said VENDOR invoices to SBC/ Ameritech.

(1) The acceptance by the VENDOR of final payment hereunder shall constitute a general release by the VENDOR of any liens or claims of the VENDOR against the AGENCY arising in connection with this CONTRACT. No payment, final or otherwise, shall operate to release the VENDOR from any of its obligations under this CONTRACT.

(2) Staff shall verify for accuracy and consistency with this CONTRACT VENDOR invoices and on such basis approve, in whole or in part each invoice for payment. In the event of a dispute as to any amounts invoiced, all records with respect to such amounts shall be preserved by the VENDOR until the dispute is finally resolved. The provisions of this section shall survive the termination of this CONTRACT.

(3) In the event there are items contested by Staff, the uncontested balance will be submitted to SBC/Ameritech for payment within the above-mentioned time period. Any and all payments by SBC/Ameritech or certifications by the AGENCY will be without prejudice to the AGENCY's right to protest or challenge such invoices at a later point in time. If examination discloses that the VENDOR has been paid for hours which have not in fact been worked, for services not in fact rendered or for incidental costs not expended, the VENDOR shall promptly refund an amount equal to any such excesses to SBC/Ameritech.

(4) Staff and the VENDOR shall meet monthly to discuss the financial administration of this CONTRACT. At the meeting, the VENDOR shall present: invoices consistent with this CONTRACT; any revisions to the estimated cost-to-complete; any potential change in scope that may affect the estimated cost-to-complete; and a summary report on the status of all invoices.

b. PROFESSIONAL FEES. VENDOR shall be compensated for professional fees as shown below subject to a 10% retainage as discussed in paragraph 4 d.

(1) Compensation for Phase 2 assistance, Tasks A.1 through A.4 and Task B.1 shall be made upon VENDOR's completion of these tasks in accordance with the terms of this CONTRACT

(2) Compensation for Tasks B.2 and B.3 will be based upon the just and reasonable time spent by VENDOR's professional and support staff at the rates set forth in paragraph 1 a, above of this attachment. Monthly, VENDOR shall submit an invoice for the professional fees to the Project Manager specifying the billed hours worked by VENDOR and relating the professional fees charged therein to the detailed work plans which were submitted by VENDOR and approved by Staff. VENDOR invoices will be reviewed for accuracy and consistency to this CONTRACT and on that basis approved by Staff before submission to SBC/Ameritech for payment. After such approval, Staff will coordinate the prompt payment of 90% of approved professional fees through SBC/Ameritech in accordance with the Three Party Agreement.

c. EXPENSES. VENDOR shall be reimbursed for reasonable, necessary, direct expenses incurred in fulfilling its obligations under this CONTRACT.

(1) The PARTIES agree that the reasonableness of all direct expenses, shall be subject to the review and approval of Staff, which approval shall not be unreasonably withheld. These expenses include but are not limited to: materials and supplies; reproduction costs;

communications, i.e., postage, long distance telephone toll charges etc.; computer hardware, software and services necessary for the performance of the engagement; facilities; and the rental of necessary vehicles or equipment.

(2) VENDOR shall maintain detailed books, records and accounts, including, without limitation, time sheets, expense vouchers, lodging receipts and invoices for all claimed expenses in excess of \$24.99. Claimed travel expenses shall not exceed the guidelines established in the VENDOR's published expense policy in effect at the time the expenses are incurred with the following exceptions:

(a) reimbursement for VENDOR air travel shall not exceed the fare for business class travel. Reimbursement for first class fares shall be allowed if VENDOR can document the need for such arrangements.

(b) consistent with VENDOR consideration for its employee's welfare, VENDOR shall use its best efforts to obtain lodging at reasonable rates.

(c) the provisions for reimbursing VENDOR Partners for meals necessitated by working overtime, weekends or VENDOR holidays, while within commuting distance of their domiciles, shall not apply.

(3) Monthly, VENDOR shall present an invoice for expenses to the AGENCY Project Manager. Staff will review, approve and coordinate the prompt payment of all approved VENDOR expense through SBC/Ameritech.

(4) Each invoice shall contain the following certification executed by the VENDOR Project Manager: "I certify that the above charges are correct and just, are billed in accordance the CONTRACT, have not been previously billed except as indicated and that payment therefor has heretofore not been received."

d. The 10% retention of professional fees for Phase A will be paid to VENDOR when all contractual obligations for Phase A have been completed. The 10% retention of professional fees for Task B.1 will be paid to VENDOR when all contractual obligations for Task B.1 have been completed. The 10% retention of professional fees for the remaining Phase B activities will be paid to the VENDOR when all contractual obligations for Phase B within the control of the VENDOR have been fulfilled. The 10% retention will be permanently withheld from the VENDOR if VENDOR fails to deliver a final report that meets the requirements of this CONTRACT in all material respects.

## Attachment "a-3"

### Contract Terms and Conditions

#### General Applicability

1. **TERMS AND RENEWALS.** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR's option.
2. **TERMINATION FOR CONVENIENCE.** If AGENCY terminates for convenience, AGENCY shall provide VENDOR with at least thirty days advance written notice of termination. VENDOR shall be paid by SBC/Ameritech for invoices approved by Staff plus the reasonable costs for VENDOR to disengage from the project.
3. **BILLING:**
  - (a) VENDOR shall submit invoices as described above to the address on the schedule agreed to by VENDOR and AGENCY. By submitting an invoice, VENDOR certifies that the supplies and services have met all of the required standards set forth in the CONTRACT and the amount billed and expenses incurred are as allowed in the CONTRACT.
  - (b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. Should it be determined the taxes are legally chargeable to the State, the State will pay the tax as required. State and federal tax exemption information is available upon request. The State does not warrant that the interest component of any payment, including installation payments, to VENDOR are exempt from income tax liability.
4. **PAYMENT:** Staff will use its best effort to approve invoices from VENDOR and submit these complete and staff-approved invoices to SBC/Ameritech Illinois for payment within 15 days after receipt from VENDOR.
  - (a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1 et seq.**) and implementing rules (**74 Ill. Adm. Code 900**).
  - (b) VENDOR shall not be paid for any supplies provided, services performed or expenses for the supplies and services that are the subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT.
  - (c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that requirements under this CONTRACT have been completed, acceptance of the final report which determination acceptance shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR's records as provided for in this CONTRACT.
  - (d) Any CONTRACT or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**)
  - (e) VENDOR may suspend work if approved unpaid balances are more than 90 days in arrears.

5. **CONSULTATION.** VENDOR shall consult with and keep the AGENCY fully informed as to the progress of all matters covered by this CONTRACT. Where time permits, and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party. VENDOR shall promptly furnish the AGENCY with copies of all correspondence and all documents prepared in connection with the services rendered under this CONTRACT. Upon request, VENDOR shall arrange, index and deliver all correspondence and documents to the AGENCY.
6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR's performance under the contract. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AGENCY's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records related to the performance of this CONTRACT or subcontract and necessary to support amounts charged under this CONTRACT in accordance with applicable law, terms and conditions of this CONTRACT, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three years after the completion of the CONTRACT, final payment, or completion of any CONTRACT audit or litigation, whichever is later. All books and records shall be available for review or audit by the AGENCY, its representatives, the Illinois Auditor General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to VENDOR or subcontractor, the AGENCY shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts which may be due. Failure to maintain the books and records required by this Section shall establish a presumption for the recovery of any funds paid under the CONTRACT for which adequate books and records are not available to support their purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor for all purposes except that VENDOR and all persons who perform work under this CONTRACT will function as an extension of the ICC Staff for the purposes of Sections 5-108 and 10-107 of the Public Utilities Act [220 ILCS 5/5-108 and 10-107] Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall remain fully responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Staff determines that any individual performing services for the VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **LICENSE:** VENDOR, or its employees who would perform services requiring a license, shall have and maintain any required license. With the consent of the AGENCY, VENDOR may meet the license requirement through the use of a subcontractor.

**12. ASSIGNMENT AND SUBCONTRACTING:**

- (a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY's prior written consent; such consent not to be unreasonably withheld. In the event the AGENCY gives such consent, the terms and conditions of this CONTRACT shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval.
- (b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
- (c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services as set forth in the CONTRACT, VENDOR shall not be relieved of its obligation to complete performance.
- (d) The AGENCY may transfer the subject matter of this CONTRACT or payment responsibility to another State agency after giving written notice to the VENDOR.
- (e) AGENCY reserves the right to assign the CONTRACT for financing purposes.

**13. SOLICITATION OF EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY's director if VENDOR solicits or intends to solicit for employment any of AGENCY's employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR's employees who apply to the State for employment.

**14. BACKGROUND CHECKS:** The State may conduct criminal and driver history background checks of VENDOR's officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**15. CONFLICTS OF INTEREST:** VENDOR covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public, private, direct or indirect) that may be a potential conflict of interest under Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)** or which may conflict in any manner with the VENDOR's obligations under this CONTRACT. VENDOR further covenants that it shall not employ any person with a conflict to perform under this CONTRACT. VENDOR further covenants that no person has an interest in VENDOR or this CONTRACT that would violate Illinois law, including **30 ILCS 500/50-13**.

**16. CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- (a) Any documents or data obtained by VENDOR from the AGENCY in connection with carrying out the services under this CONTRACT shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the AGENCY. VENDOR will function as an extension of the ICC Staff for purposes of Sections 5-108 and 10-107 of the Public Utilities Act. The final report ("work product") produced under this CONTRACT shall become and remain the property of the STATE, including any patent, copyright, or other intellectual property rights. With the exception of ideas, all such work products shall be considered



works made for hire within the meaning of **17 USC Section 101**. To the extent that any such portion of such work product is not a work made for hire, VENDOR completely and without reservation, assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related copyright, patent, trade secret, and other related proprietary rights therein. The AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation and without further compensation to VENDOR. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.

- (b) The ideas, concepts, methodologies, processes, inventions, tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY or developed by VENDOR in furtherance of performance of the contract shall remain the property of the VENDOR. The VENDOR grants to the AGENCY a non-exclusive license to use and employ solely within its enterprise without any further payment to VENDOR, such software, ideas, concepts, methodologies, processes, inventions and tools necessary to support the VENDOR's methods, findings or results as presented in their final report.

**17. LIABILITY AND INSURANCE:**

- (a) VENDOR agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) to the extent resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors on the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the AGENCY's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery
- (b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described on this paragraph.
- (c) VENDOR shall, at its expense, defend the AGENCY against all claims asserted by any person that anything provided by the VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorney's fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY's use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense, either (a) modify the item so that it becomes non-infringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item(s) other item(s) having at least equivalent capacity.
- (d) The AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State

Employee Indemnification Act (**5 ILCS 350/1 et seq.**). Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.

- (e) Except with respect to VENDOR's obligations to indemnify as set forth above, VENDOR's maximum liability arising for any reason relating to VENDOR's performance of the services hereunder shall be limited to the amount of fees paid to VENDOR for the performance of the services.
- (f) Neither party shall have any liability to the other party for any lost profits or special, incidental, indirect or consequential damages, even if such party has been advised of the possibility of such damages.

**18. TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

**19. WARRANTY:**

- (a) VENDOR warrants that all services will be performed in a good and professional manner.
- (b) VENDOR warrants that it has title to, or the right to allow the State to use the services being provided and that the State will have use of the same without suit, trouble or hindrance from VENDOR or third parties.

**20. BREACH AND OTHER CAUSE FOR TERMINATION:**

- (a) AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of:
  - (1) any material breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of such breach to VENDOR, including but not limited to failure of VENDOR to maintain in all material respects covenants, representations, warranties, certifications, bonds and insurance;
  - (2) commencement of proceedings by or against VENDOR under the United States Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or
  - (3) material misrepresentation or falsification of any information provided by VENDOR in the course of dealing between the PARTIES or between VENDOR and any State agency.
- (b) VENDOR may terminate this CONTRACT in the event of a material breach on the part of AGENCY.

**21. DISPUTE RESOLUTION:** The State shall not enter into binding arbitration to resolve any dispute that may arise under this CONTRACT.

**22. NOTICES:** Notices shall be in writing and may be delivered by any means. Notices sent by facsimile must show the date/time of successful receipt at the fax number set forth on the signature page. Either PARTY may, at any time, give notice in writing to the other PARTY of a change of name, address or fax number. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the Illinois Commerce Commission, ATTN: Contract Coordinator.

**23. ENTIRE CONTRACT:** This CONTRACT, including any attachments, constitutes the entire

CONTRACT between the PARTIES. Modifications and waivers must be in writing and signed or approved by the authorized representatives of the PARTIES to be binding. If any term or condition of this CONTRACT is declared void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of this CONTRACT, and the CONTRACT shall be interpreted as far as possible to give effect to the PARTIES' intent.

24. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
25. **APPLICABLE LAW:** This CONTRACT shall be construed in accordance with the laws and rules, including the Standard Procurement Rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims. **(705 ILCS 505/1)**. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to Illinois statutory requirements (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes.
26. **CONTRACTING AUTHORITY:**
- (a) Certain awards and contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State.
  - (b) CMS may be mentioned in this CONTRACT in a capacity other than a "PARTY". In those instances, CMS acts as a contracting or approving agency and shall not be responsible for costs or funding even though payments may be made through CMS facilities.

## Attachment "a-3A"

### AGENCY Supplemental Terms and Conditions

The following is included herein for informational purposes only and is extracted from the Illinois Commerce Commission Order in Docket 98-0555 dated September 23, 1999. The entire Order may be found on the Illinois Commerce Commission's web site at:

[www.icc.state.il.us/icc/tc/sbc\\_arch.asp/](http://www.icc.state.il.us/icc/tc/sbc_arch.asp/)

Condition 29, beginning on page 253, states in pertinent part as follows:

"(29) Additional OSS - Joint Applicants will comply with the following OSS commitments:

A. OSS Conditions

Joint Applicants will meet the following timetables and milestones regarding integration of OSS processes in Illinois:

Joint Applicants shall implement a comprehensive plan for improving the OSS systems and interfaces available to CLECs in Illinois. The Joint Applicants' plan shall consist of the following commitments.

*Application-to-Application Interfaces Commitments*

Ameritech Illinois will deploy, in accordance with the schedule noted below, commercially ready, application-to-application interfaces as defined, adopted, and periodically updated by industry standard setting bodies for OSS (e.g., Electronic Data Interchange ("EDI") and Electronic Bonding Interface ("EBI")) that support pre-ordering, ordering, provisioning, maintenance and repair, and billing for resold services, individual UNEs, and combinations of UNEs.

Deployment of the application-to-application interfaces will be carried out in three phases.

- *Phase 1:* Within 3 months after the Merger Closing Date or final regulatory approval, Joint Applicants shall complete a publicly available Plan of Record which shall consist of an overall assessment of SBC's and Ameritech's existing OSS interfaces, business processes and rules, hardware and data capabilities, and security provisions, and differences, and the companies' plan for developing and deploying application-to-application interfaces and graphical user interfaces for OSS, as well as integrating their OSS processes. The Plan of Record shall be accepted, or rejected, by this Commission after an expedited (two week) CLEC comment cycle.
- *Phase 2:* SBC/Ameritech shall work collaboratively with ICC Staff and Illinois CLECs, in a series of workshops, to obtain written agreement on OSS interfaces, enhancements, and business requirements identified in the Plan of Record. Phase 2 shall be conducted under the auspices of the ICC and shall be completed in a total of 3 months unless the parties mutually agree to extend Phase 2, or unless the Commission grants a reasonable request for an extension by a participating party. If the CLECs and SBC/Ameritech have not reached agreement after one month of such sessions (unless there is a mutually agreeable extension or a Commission order extending this date after a reasonable request is made by a participating party to continue negotiations), the parties shall prepare a list of the unresolved issues in dispute and submit the remaining unresolved issues in dispute to arbitration by the Commission. The parties must submit the unresolved issues to Commission arbitration no later than one week

after the conclusion of the collaborative sessions (unless there is a mutually agreeable extension). Any arbitration shall be conducted before the Commission with the assistance of an independent third party with subject matter expertise. The independent third-party shall be hired by the Commission in accordance with state procurement law at the expense of the Joint Applicants. This arbitration shall be concluded within 7 weeks of submission of the unresolved issues (unless there is a mutually agreeable extension). In the event that SBC/Ameritech and the participating Illinois CLECs are able to come to written agreement regarding some OSS issues, but not all, those issues that have been agreed to shall immediately proceed to Phase 3.

- *Phase 3:* SBC/Ameritech shall develop and deploy, on a phased-in basis, the system interfaces, enhancements and business requirements consistent with the written agreement obtained in Phase 2. The date for completion of Phase 3 is 12 months after completion of Phase 2, unless a majority of the CLECs participating in Phase 2 agree to an extension. The completion date shall begin to run after the completion of a written agreement in Phase 2, or the effective date of a final decision by the Commission acting as arbitrator in Phase 2, whichever is later. If one or more CLECs contend that SBC/Ameritech has not developed and deployed the system interfaces, enhancements, and business requirements consistent with the written agreement obtained in Phase 2, or has not complied with the Commission's decision received in Phase 2, they may file a complaint with the Commission which shall arbitrate the issue(s) consistent with the procedures identified in Phase 2 except that this arbitration shall be concluded within 2 months.

The Joint Applicants are required to pay for an independent third-party, retained by the Commission, for technical assistance to the Commission as an arbitrator and to Staff throughout the phased OSS implementation process. The third-party shall report to the Commission, and monitor and assist in the phased process as directed by the Commission, and conduct "New York" style testing during Phase 3 as defined by the Commission.

#### *Graphical User Interfaces*

Ameritech Illinois will deploy graphical user interfaces (e.g., Toolbar interface) for OSS that support pre-ordering, ordering, provisioning, maintenance and repair, and billing for resold services, individual UNEs, and combinations of UNEs. Deployment of graphical user interfaces will be carried out on the same three-phase schedule as application-to-application interfaces.

#### *Direct Access to Service Order Processing Systems*

*In addition to the application-to-application and graphical user interfaces described herein,* Ameritech Illinois will offer to develop and deploy direct access to Ameritech Illinois' service order processing systems for resold services, individual UNEs, and combinations of UNEs, provided that a CLEC requesting such direct access enters into a contract to pay Ameritech Illinois for 50% percent of the costs of development and deployment. The access developed will meet the requirements of 47 U.S.C. § 251(c)(3). Ameritech Illinois' offer to develop direct access to Ameritech Illinois' service order processing systems will be available for a period of 30 months after the Merger Closing Date, and Ameritech Illinois will agree to develop and deploy the interface contracted for within one year of a completed contract with the CLEC."

The Commission Analysis and Conclusion at page 221 states, in pertinent part, as follows:

“Additionally, all performance measures must be based on comparison to performance that the Joint Applicants provide to their own operations and/or subsidiaries. The burden of proof shall remain on the Joint Applicants to demonstrate that no retail analogs exist and that benchmarks should be substituted. The Joint Applicants shall pay for a third-party auditor, retained by the Commission, to ensure accurate and reliable compliance with such processes. Joint Applicants shall issue quarterly performance monitoring reports on a carrier-by-carrier basis in accordance with commitments made to the FCC.”

**Attachment "a-3B"**

**Extract of Illinois Commerce Commission Amendatory Order on Rehearing  
Docket 98-0555  
dated November 15, 1999**

The following is included herein for informational purposes only and is extracted from the Illinois Commerce Commission Amendatory Order on Rehearing, Docket 98-0555 dated November 15, 1999. The entire order may be found on the Illinois Commerce Commission's web site at:

[www.icc.state.il.us/icc/tc/sbc\\_arch.asp/](http://www.icc.state.il.us/icc/tc/sbc_arch.asp/)

pages 9 - 10:

"Having carefully reviewed each of the matters raised by Staff, and consistent with our ruling granting the motion, in part, we clarify the language of the Order as follows:

10. Condition 29: ...Phase 3: The Joint Applicants are required to pay for an independent third-party, retained by the Commission, for the technical assistance to the Commission as an arbitrator and to Staff through out the Phased OSS implementation process. The Joint Applicants shall not net third-party technical costs against merger savings or otherwise recover the auditing costs from ratepayers.

Order at 255.

13. The Plan of Record shall be accepted, or rejected, by this Commission after an expedited (two week) CLEC comment cycle and upon the recommendation of Staff via the issuance of a Staff Report evaluating the Plan of Record.

Order at 259.

**Attachment "a-4"**  
**Contract Certifications**

VENDOR certifies its compliance or agreement to comply with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

**Non-discrimination--Federal requirements.** VENDOR, its employees and subcontractors agree to comply with applicable provisions of the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the rules (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this CONTRACT, the undersigned VENDOR certifies that services, programs and activities provided under this CONTRACT are and will continue to be in compliance with the ADA.

**(5 ILCS 385/3) Default on Repayment of Educational Loan.** No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. [A partnership shall be considered barred if any partner is in default on an educational loan].

**(30 ILCS 105/15a) Early Retirement.** VENDOR certifies he/she has informed the director of the AGENCY in writing if he/she was formerly employed by that AGENCY and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. VENDOR acknowledges and agrees that if such early retirement incentive was received, this CONTRACT is not valid unless the official executing the CONTRACT has made the appropriate filing with the Auditor General prior to execution.

**(30 ILCS 500/50-5) Bribery.**

- (a) No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- (b) No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

**(30 ILCS 500/50-10) Felony Conviction.** Unless otherwise provided, no person or business entity convicted of a felony shall do business with the State of Illinois or any State agency from the date of conviction until 5 years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.



**30 ILCS 500/50-13) Interest of State Employee, Spouse and Minor Children.**

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of Illinois **[\$84,079.09]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$140,131.82]**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$280,263.64]**, to have or acquire such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. This contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(1) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.

(3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child or an elective or appointive State officer or employee or of a member of the General Assembly.

(4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department

of Children and Family Services, the Department of Human Services, the Department of Public Aid, the Department of Public Health, or the Department on Aging.

(g) Penalty. A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 or more than \$5,000.

**(30 ILCS 500/50-25) Inducements.** Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for payment of money or other valuable thing is guilty of a Class 4 felony.

**(30ILCS 500/50-30) Revolving Door Prohibition.** Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the agency most recently employing them in an affected position for a period of at least six months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

**(30 ILCS 500/50-40) Reporting Anti-competitive Practices.** When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process **(30 ILCS 500/50-45)**, or any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person **(30 ILCS 500/50-50)**.

**(30 ILCS 580) Drug-free Workplace.** No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that grantee or contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may have a contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of CONTRACT or grant payments, termination of the CONTRACT or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute

conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the CONTRACT or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting AGENCY within ten (10) days after receiving notice under subsection (a)(3) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If VENDOR is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that they will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. This requirement applies to contracts of more than \$5000.

**(30 ILCS 582) International Anti-boycott.** Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the CONTRACT, by which the VENDOR agrees that neither the VENDOR nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**(720 ILCS 5/33E-3) Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental

entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

**(720 ILCS 5/33E-4) Bid-rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least three contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**(775 ILCS 5/2-105. Equal Employment Opportunities -- Affirmative Action/Sexual Harassment.**

Every party to a public contract and every eligible bidder shall:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) Comply with the procedures and requirements of the Department's [Illinois Department of Human Rights] regulations concerning equal employment opportunities and affirmative action; [The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.]
- (3) Provide such information, with respect to its employees and applicants for employment, and
- (4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and the [Illinois Human Rights] Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. [Out of state VENDORS may utilize the VENDOR's state's equivalent of the Department and Commission.]

**(775 ILCS 25/2) Discriminatory Club Dues.** No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy

## EXHIBIT "A"

### Three-Party Agreement

*The Illinois Commerce Commission ("AGENCY") and KPMG Consulting LLC, ("VENDOR") and SBC/Ameritech ("UTILITY"), the Parties to this AGREEMENT, agree to perform in accordance with the terms and conditions of this AGREEMENT.*

#### I. PROJECT CONDUCT.

- a. On May 18, 2000, the AGENCY and the VENDOR enter into a Contract for Supplies and/or Services (hereinafter "two-party agreement") pursuant to which the VENDOR agreed to perform certain services (hereinafter referred to as the "Project"). The AGENCY Project Manager has overall responsibility for the conduct of this Project, and issues which may arise from this Agreement. AGENCY Project manager will be assisted in the Project by Commission Staff (hereinafter "Staff".) The VENDOR shall work solely at the general direction of the AGENCY. The VENDOR's scope of work shall include an assessment of the UTILITY's Operational Support System interfaces, including the relative ease or complexity in creating the interfaces, to successfully use such interfaces to execute transactions, and the adequacy of the UTILITY's after-market support services such as help desks, hot lines, and account management services as and to the extent provided for in the Master Test Plan.
- b. All professional fees and expenses estimates are contingent upon the AGENCY, VENDOR, and UTILITY meeting their obligations as described in the detailed work plans and Master Test Plans to be produced during this engagement. AGENCY and UTILITY personnel shall provide assistance throughout the project life cycle on an as needed basis consistent with the approved detailed work plans and Master Test Plans to be produced during this engagement.
- c. VENDOR will gather needed information through a combination of correspondence, meetings, research tasks, personal observations, and process walk-throughs. The quality and completeness of VENDOR's results will be contingent on the quality and completeness of UTILITY information.
- d. Timely access to UTILITY information and resources is critical to managing project duration and cost. VENDOR will make best efforts to minimize delays through careful planning, identification of risks and clear communications with the AGENCY and UTILITY. The completion of the project within the proposed fees and timelines is dependent upon the success of VENDOR, AGENCY, and UTILITY to arrange and manage access to required AGENCY and UTILITY staff members, information, and resources.
- e. UTILITY will provide a stable environment of systems and business processes during the OSS evaluation period. Any material changes that take place without reasonable advance notice and sufficient advance documentation provided to the VENDOR during the evaluation period may jeopardize the successful completion of the test and may result in additional fees.
- f. Information Gathering. The VENDOR, the AGENCY and the UTILITY hereby agree to the following:
  - 1. The UTILITY agrees to provision test customer accounts and other test resources (such as unbundled network elements, port-loop combinations, and resale services) required to conduct testing as specified in the Master Test Plan. The VENDOR shall provide specifications for these accounts and resources to the UTILITY.

2. The UTILITY agrees to make every reasonable attempt to schedule and coordinate meetings, interviews, and field trips, provide requested documents and access to facilities, and provision test customer accounts and other test resources for use by the VENDOR, so as to expedite prompt completion of this Project without disruption to the UTILITY's normal operations. The VENDOR agrees to make every reasonable attempt to notify the UTILITY at least one week in advance of initial interview and initial site visits.

3. The VENDOR will hold weekly meetings with the AGENCY Project Manager (unless VENDOR and AGENCY agree to meet less frequently) where the VENDOR shall describe the interim findings identified during the Project. There shall be no meetings between the VENDOR and the UTILITY unless AGENCY Project Manager or his designated representative is present. The VENDOR shall provide the UTILITY and the AGENCY with interim findings in writing. The UTILITY agrees to respond to all such findings in writing to the AGENCY and the VENDOR within ten days or such time as determined by the AGENCY Project Manager. The UTILITY acknowledges and agrees that any delay in responding to such findings within 10 days, even if such delay is approved by the AGENCY, or any other failure on the part of the UTILITY to fulfill its obligations in accordance with the work plan (as described below) shall give the VENDOR the right to seek a change in the compensation for Professional Fees' Not to Exceed amount, the project schedule or both, including a change with respect to fees and schedule, in accordance with the terms of the two party CONTRACT.

4. The VENDOR shall notify the AGENCY Project Manager in writing any time it has reason to believe that the performance of the Project will require any material deviation from the Master Test Plan.

5. The UTILITY shall furnish, as reasonably needed and free of charge, suitable working space, office and file facilities, and telephone facilities to the VENDOR. These facilities will not be on the UTILITY's premises.

II. PARTICIPATION IN PROJECT ADMINISTRATION. Upon its approval by Staff, a copy of the detailed work plan setting forth the roles and responsibilities of the PARTIES and the schedule set for the completion of required tasks shall be provided to the UTILITY. The detailed work plan shall provide what tasks will be completed on a weekly or other basis which is sufficiently detailed to enable identification of dependencies on the UTILITY and the Staff, on any subcontractors hired by the VENDOR or on any other third parties. The UTILITY agrees to fulfill its obligations under the work plan in accordance with the schedule set forth therein and to cooperate fully with the VENDOR and the AGENCY to facilitate the execution of the Master Test Plan. The VENDOR shall notify the AGENCY Project Manager immediately in the event unforeseen circumstances, or circumstances that are beyond the control of the VENDOR, cause, or are likely to cause, delays in performance that would require schedule and project plan adjustments.

III. CONFIDENTIAL INFORMATION.

a. Any documents or data obtained by VENDOR from the AGENCY or from the UTILITY in connection with carrying out the services under this CONTRACT shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the AGENCY. VENDOR will function as an extension of the Illinois Commerce Commission Staff for purposes of Sections 5-108 and 10-107 of the Public Utilities Act.

b. The personal interview notes of the VENDOR shall be regarded as professionally confidential and shall not be subject to disclosure, except to the AGENCY and shall not otherwise be subject to release except as may otherwise be required by law. The VENDOR shall not release or disclose any draft, work papers, finding, conclusion or recommendation made by the VENDOR, except as

they may be directed by the AGENCY, or as otherwise required by law. The VENDOR's Final Report shall be publicly available if it has been released by the AGENCY.

IV. COMPENSATION. The UTILITY shall compensate the VENDOR for all work and services performed by the VENDOR or its approved subcontractors under the terms and conditions as set forth in Attachment "a-2", "Pricing/Compensation of the two-party CONTRACT.

a. The UTILITY shall reimburse the VENDOR, at cost, for necessary and reasonable professional fees and expenses directly related to the Project as approved by the AGENCY Project Manager.

b. Once a month, the VENDOR will submit detailed invoices to the AGENCY Project Manager in accordance with the two-party CONTRACT. The UTILITY shall pay the VENDOR within 30 days of its receipt of the Staff-approved VENDOR invoices.

c. Any and all payments by the UTILITY or approvals by the Staff will be without prejudice to the AGENCY's or the UTILITY's right to later protest or challenge such invoices. If it is determined by the AGENCY or a court of competent jurisdiction that the UTILITY has paid for hours which have not in fact been worked, for services not in fact rendered, or for incidental costs not expended, the VENDOR shall promptly refund to the UTILITY an amount equal to any such excesses.

V. DISPUTES. Any disputes between the UTILITY and the VENDOR in the performance of this Agreement shall be submitted to the AGENCY Project Manager for resolution. The UTILITY agrees to perform other uncontested obligations hereunder pending the resolution of the dispute. The VENDOR agrees to continue its work under this Agreement notwithstanding the existence of a dispute or the fact that a dispute is resolved in a manner not satisfactory to the VENDOR. In the event of a dispute, the VENDOR, the UTILITY, and the AGENCY shall retain all legal rights, remedies and authorities otherwise available under law.

VI. NOTICES.

a. All written notices and other communications between the parties shall be sufficient in all respects if mailed, first class, to the Project Managers at:

SBC Ameritech  
225 West Randolph Street, Floor HQ30B  
Chicago, IL 60606

Michael Weeks, Managing Director  
KPMG Consulting, LLC  
303 East Wacker Drive  
Chicago, IL 60601

Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62701

b. Each PARTY may, upon written notice, change the name of the person and/or the address to which such notices may be directed.

In witness thereof, the parties hereto have entered into this Agreement as of the date first above written.

**For the Illinois Commerce Commission:**

\_\_\_\_\_  
Charles E. Fisher, Executive Director

Date\_\_\_\_\_

\_\_\_\_\_  
Myra Karegianes, General Counsel

Date\_\_\_\_\_

\_\_\_\_\_  
Jane K. Fields, State Purchasing Officer

**For SBC/Ameritech:**

\_\_\_\_\_  
\_\_\_\_\_  
Name and Title

Date\_\_\_\_\_

**For KPMG Consulting, LLC:**

\_\_\_\_\_  
\_\_\_\_\_  
Name and Title

Date\_\_\_\_\_